



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Newark Central School District and Newark Paraprofessional Association (1998) (MOA)**

Employer Name: **Newark Central School District**

Union: **Newark Paraprofessional Association**

Local:

Effective Date: **07/01/98**

Expiration Date: **06/30/03**

PERB ID Number: **8197**

Unit Size: **94**

Number of Pages: **38**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TAS  
8197

COLLECTIVE BARGAINING AGREEMENT  
by and between  
THE SUPERINTENDENT OF SCHOOLS  
OF THE NEWARK CENTRAL SCHOOL DISTRICT  
and  
NEWARK PARAPROFESSIONAL ASSOCIATION

July 1, 1998 - June 30, 2002

Successor Agreement. 7/1/02 - 6/30/03

**RECEIVED**

FEB 22 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....	1
ARTICLE II - DISTRICT, ASSOCIATION AND EMPLOYEE RIGHTS.....	2
ARTICLE III - GRIEVANCE PROCEDURE .....	3
ARTICLE IV - EMPLOYEE BENEFITS .....	5
ARTICLE V - PERSONNEL FILE.....	12
ARTICLE VI - ASSIGNMENTS, TRANSFERS AND PROMOTIONS.....	12
ARTICLE VII - WORKDAY AND WORK YEAR .....	15
ARTICLE VIII - NOTIFICATION AND EVALUATION.....	17
ARTICLE IX - DISCIPLINE .....	19
ARTICLE X - MISCELLANEOUS PROVISIONS.....	19
ARTICLE XI - DURATION .....	20
ARTICLE XII - LEGISLATIVE APPROVAL .....	20
ARTICLE XIII - SMOKE FREE FACILITIES .....	20
ARTICLE XIV - LABOR MANAGEMENT COMMITTEE .....	20

## ARTICLE I - RECOGNITION

Section 1.1 The Superintendent recognizes the Association as the exclusive bargaining agent, pursuant to the Public Employees' Fair Employment Act for all teacher Aides, Teacher Assistants and Monitors. Such Recognition shall extend for the maximum period provided by law.

Section 1.2 The Superintendent agrees to deduct from each employee's wages or salary dues for the Association as said employee individually and voluntarily authorizes the District to deduct, and to transmit the monies promptly to the Association prior to the subsequent payroll date. Such deductions are to be distributed over the balance of the school year beginning with the first paycheck following receipt of the necessary information from the Association, and in any event no later than twenty-one (21) days after receipt of such information.

Section 1.3 The authorization for deduction of Association dues will be in the form set forth in Appendix 1 of this Agreement. The Association will certify to the District in writing the current rate of the membership dues of the Association. The Association will give the District thirty (30) days' written notice prior to the effective date of any change in the amount of such dues.

Section 1.4 The Superintendent will not be required to honor for payroll deduction any authorizations that are delivered to him later than ten (10) days prior to the distribution of the payroll from which the deductions are to be made.

Section 1.5 Definitions The term "employee", when used hereafter in this Agreement, shall refer to all employees in the bargaining unit defined above. These employees are defined as:

Section 1.6 Teacher Assistants Those employees who have achieved certification by the State of New York pursuant to Education Law who assist teachers, under their general supervision, with the direct instruction of students, consistent with the regulations of the Commissioner.

Section 1.7 Teacher Aides Those employees who assist teachers, under their direct supervision, with tasks directly related to the teacher's function, including but not limited to, clerical tasks, scoring of tests, organization and maintenance of instructional material, operation of classroom furniture and equipment, and maintaining general organizational routine, consistent with the regulations of the Commissioner and the Civil Service Commission.

Section 1.8 Monitors Those employees who supervise students in activities which are not of an instructional nature, consistent with the regulations of the Civil Service Commission.

Section 1.9 Representation An employee who is about to be disciplined shall have the right to be represented by a representative of the Association. The unit member will be provided with an opportunity to secure Association representation prior thereto.

## **ARTICLE II - DISTRICT, ASSOCIATION AND EMPLOYEE RIGHTS**

**Section 2.1** It is agreed that the Superintendent will not directly or indirectly discourage or deprive or coerce any employee covered by this Agreement in regard to any rights conferred by the Public Employees' Fair Employment Act and will not discriminate against any such employee by reason of membership in the Association, or participation in any activities of the Association or collective professional negotiations with the Superintendent or the institution of any grievance, complaint or proceeding under this Agreement.

**Section 2.2** The Association agrees that it will not directly or indirectly coerce or intimidate any employee to join the Association. It is further recognized that employees shall have the right to join or not to join the Association or any other organization for their professional improvement and advancement, and that membership in any organization shall not be a prerequisite for employment or continuation of employment of any employee covered by this Agreement.

**Section 2.3** Any individual arrangement, agreement or contract between the Superintendent or Administration and an individual member of the Association, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**Section 2.4** The District reserves and retains the sole and exclusive right to operate, administer, control and manage the District schools, and shall have the right, subject to the limitations imposed by the express written provisions of this Agreement, to direct and schedule employees; to hire, promote, transfer, assign and to select and determine the number of employees; to determine the starting and quitting times of employees and the number of hours to be worked; to issue reasonable rules of conduct for employees; to maintain efficiency of the District schools and determine the methods, means and personnel by which the schools' operations are to be conducted. It is expressly understood by and between the parties that failure to exercise any of the rights hereby stated and reserved or any other reserved right, or the partial exercise of such rights for powers, shall not be deemed to constitute a waiver of any of the rights specifically or otherwise reserved to the District pursuant to this Article or by law.

**Section 2.5** The District shall provide the Association with a copy of its Board policies book, which will be updated from time to time as policies contained in the book are altered or amended.

**Section 2.6** The District shall provide employees covered by this Agreement with individual mailboxes. Such mailboxes may be used to receive mail from the Association.

**Section 2.7** Clerical personnel may not change a unit member's time card. A unit

member will be notified if a principal or other authorized District administrator changes the member's time card.

**Section 2.8** The District shall allow officers and Building Representatives of the Association to endeavor to conduct Association business and to meet with unit employees for representation after regular working hours. However, if they cannot do so after regular working hours, employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted, upon approval of their immediate supervisor, release time of generally up to one hour per occurrence, as necessary, to fulfill these functions which have as their purpose the maintenance of harmonious and cooperative relations between the District and the employees and the uninterrupted operation of the District.

Within a reasonable period of time after execution of this Agreement, the President of the Association shall submit, in writing, to the Superintendent, the names of no more than one building representative per building and the name of one grievance chair, and shall provide the names of new or changed representatives within five working days of such change. No employee shall have official Association status until such time as the District has been notified in writing by the Association.

### **ARTICLE III - GRIEVANCE PROCEDURE**

**Section 3.1** In order to establish a more harmonious and cooperative relationship between employees, administrators and members of the Board of Education which will enhance the education program of the Newark Central School District, it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees.

#### **Section 3.2**

(a) A "grievance" is any claim of violation of the provisions of this Agreement.

(b) An "employee" is any employee covered by this Agreement.

(c) An "aggrieved party" or "grievant" is an employee or a group of employees who file a grievance or on whose behalf a grievance is prosecuted by the association.

### Section 3.3

(a) The time limits set forth below must be adhered to and may be extended only by mutual agreement in writing.

(b) No grievance shall be considered timely or processed pursuant to this procedure unless the signed and written grievance is presented within twenty-five (25) school days of the occurrence of the event giving rise to the grievance, or the date upon which the grievant should reasonably have known of that occurrence.

(c) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this Agreement shall be barred.

(d) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been permitted had the decision been communicated on the last day of the stage from which appeal is taken.

(e) Any grievance proceeding in process and unresolved as of June 15, shall, unless the Superintendent and the grievant have agreed to the contrary, be stayed until the following September 15, at which time the proceeding shall be continued and shall proceed to final disposition pursuant to the law, rules, regulations and Agreement in effect at the time of its initial filing.

### Section 3.4

(a) Each written grievance shall include the name and position of the aggrieved party; the provision(s) of this Agreement upon which the grievance is based; the time when and the place where the alleged events or conditions constituting the grievance occurred; the identity of the party responsible for causing those events or conditions, if known; and a statement of the nature of the grievance and the remedy sought by the aggrieved party.

(b) If a grievance affects a group of employees, it may be submitted by the Association directly at Stage 2.

(c) The form for use in connection with this grievance procedure is attached as Appendix 2. A blank form may be obtained by a grievant from either an Association representative or the District.

(d) The grievant may be represented at any stage of this procedure by an Association representative.

### Section 3.5

(a) Stage 1 - The grievant will discuss the matter with his or her immediate (non-bargaining unit) supervisor in an effort to resolve the matter informally. If unsuccessful, the aggrieved party shall present his or her grievance signed and in writing in accordance with paragraphs 3.3(b) and 3.4(a) above. Within five (5) school days after the written grievance is presented to the immediate supervisor, the supervisor shall render a written decision to the grievant and the Association.

(b) Stage 2 - If the grievance is not resolved at Stage 1, the aggrieved party may appeal in writing to the Superintendent within ten (10) school days. The Superintendent or his representative shall meet with the aggrieved party and/or his representative within five (5) school days of the receipt of the appeal. The Superintendent shall deliver his written decision to the grievant and the Association within five (5) school days after the conclusion of this meeting.

(c) Stage 3 - The grievant may within ten (10) school days after receipt of the Superintendent's written decision, file a written notice of appeal with the President of the Board of Education and the Superintendent. The Board of Education shall hold a hearing within ten (10) school days thereafter and shall deliver its written decision within five (5) school days of the hearing to the grievant and the Association.

(d) Stage 4 - If the grievance is not resolved at Stage 3, either the Association or the Superintendent may elect arbitration. Such election shall be made in writing within ten (10) school days of the decision received in Stage 3. Within five (5) school days of the request for arbitration, the parties shall confer to agree upon an arbitrator. If no arbitrator is mutually acceptable, a request shall be made to the New York State Public Employment Relations Board for a panel of arbitrators from whom the arbitrator shall be chosen in accordance with its rules of appointment. The arbitrator chosen shall conduct a hearing and determine the matter in accordance with the rules of the New York State Public Employment Relations Board and his award shall be final and binding upon all parties. The cost of such arbitration shall be born equally by the District and the Association. The arbitrator shall have no authority to add to, subtract from or modify any of the terms of this Agreement.

## ARTICLE IV - EMPLOYEE BENEFITS

Section 4.1 Sick Leave Each employee shall be eligible for ten (10) sick leave days per year, based upon the employee's regular work day, which may be accumulated to a



maximum of one hundred ninety (190) days. Such sick leave may be used for absences caused by an illness of the employee or for absences to provide necessary care for a member of the employee's immediate family who is ill. In the case of illness in the immediate family, the immediate family shall be defined as the spouse, children, parents, parents of the spouse, brother or sister, a person for whom an employee serves as a court-appointed guardian or conservator, and relatives living in the household. (The Family and Medical Leave Act provisions are adopted, and leave there provided is not in addition to paid or unpaid leave under this agreement.)

An employee who has used the maximum of ten days of sick leave set forth above for illness in the immediate family may apply to the Superintendent for permission to use up to an additional ten days of his or her accrued sick leave to provide necessary care for the employee's parent, spouse or child who is acutely ill. The application must include justification for the employee's leave (such as a certification from the treating physician or practitioner that the parent, spouse or child is acutely ill and requires care by the employee). If approved, such leave may be used only for the period of acute illness while such care is necessary. If approved, the days used will be deducted first from the employee's remaining portion of that year's allotment of sick days (if any), and then, if necessary, from the individual's accumulated sick leave.

If an employee has used the ten sick days (and, if applicable and approved, has used the additional ten sick days) allotted above for family illness in any year and can show cause for using additional family illness leave, during that same year that employee may use his/her previously accumulated sick leave, if any, at a rate of two sick days deducted for each family illness day used, up to a maximum of twenty family illness days (in addition to the ten allotted above that year).

Employees must identify the nature of the leave used by differentiating whether it is for a personal illness or family illness to enable the above accounting. Each employee shall receive a written annual notice of his or her accumulated leave concurrently with the first paycheck in September. Thereafter, an employee's accumulated sick leave may be determined by calling a designated representative of the District, of which the Association shall be provided written notice.

**Section 4.2    Sick Leave Bank** There shall be established a sick leave bank to be available to all unit employees. The intention of this sick leave bank is to protect the members from financial burden due to serious illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick days.

On an optional basis, employees will contribute one sick day to a sick leave bank to be deducted from their accumulated sick leave. To join the sick leave bank, an employee must submit the completed authorized form by October 15.

Employees participating in the sick leave bank and who have used all of their own sick days, may draw sick leave coverage from the sick leave bank, provided they take the following steps:

- (a) Apply for the coverage through a screening committee composed of the Association President, two member employees, Superintendent, Assistant Superintendent and one other administrator.

(b) Present to the screening committee a written medical statement supporting the legitimacy and need of the sick leave request and the completed authorized form. (Authorization Form will have all pertinent information.)

(c) Sick leave bank payments will begin only after ten consecutive work days' absence has occurred and the member's sick leave days are exhausted.

The sick leave bank will cover only those employees who have contributed to the bank and only for personal illness incidents of the employee. The maximum number of days to be held in and available from the sick leave bank shall not exceed the total number of days voluntarily contributed by employees as of October 15.

Any employee participating in the sick leave bank will be limited to withdrawing from the bank ten (10) days coverage per school year, unless eligible for fewer or requests fewer (in which case the employee may apply if eligible for the balance of their ten days per year).

Members of the bank will be assessed additional days of sick leave at such times as the bank is depleted to 20 days, unless they choose not to participate further in the bank. Members who have no sick leave to contribute at the time of assessment will be assessed this day by October 1 of the following year.

Once in the bank a member cannot withdraw except in writing to the Association President and the days contributed would be forfeited. The Association President will as soon as possible notify the district office in writing of any employee withdrawal.

**Section 4.3 Personal Business Leave** Each employee shall be allowed up to three (3) days of paid personal business leave each year. In order for a personal business day to be approved, it must be demonstrated that there is a need to transact business that cannot be conducted after school hours or that there exists other sufficient compelling reason. All personal business leave must have prior written approval by the Superintendent or his designee. In order for a personal business day to be approved, the employee must complete, sign and submit the approved required form at least two (2) full school days in advance of the day requested, except in cases of extreme emergency. Six one-half days may be substituted for three full days. The number of employees absent shall be limited to the following:

Senior High School - 4  
Junior High School - 4  
Elementary Schools (total - 6)  
Bus Garage - 1

Personal business days will not be permitted on the day immediately preceding or the day following school vacation except in unusual circumstances.

Unused personal business leave days shall be converted to sick leave and added to the employee's accumulation.

**Section 4.4    Bereavement Days** In the event of death in the immediate family, an employee will be granted up to three (3) days of paid bereavement leave. Up to two (2) additional paid bereavement days may be taken with the approval, and at the discretion, of the Superintendent or his designee, from the employee's accumulated and unused sick leave. For the purpose of this Agreement, "immediate family" shall mean the employee's or spouse's parents (or guardian or conservator), brothers and sisters, brothers-in-law, sisters-in-law, aunts, uncles, spouse, children or grandparents and any relative who is a full-time resident of the employee's household.

**Section 4.5    Jury Duty** Employees called to serve and actually serving jury duty, or otherwise necessarily absent from work in connection with such service, shall remit to the district the amount of their jury stipend (excluding allowances designated for expenses, such as mileage, parking or meals) and shall be paid at their hourly or salary rates for the time spent on jury duty. In the event that an employee receives a greater sum for jury duty than would have been received for his or her regular work, the employee shall be credited for the extra jury duty stipend.

**Section 4.6    Educational Reimbursement** Employees will receive tuition reimbursement for courses or in-service programs taken at the written request of the Superintendent. This will not include other expenses, such as mileage, tax or other class materials. Employees may request job-related educational courses or in-service programs to the Superintendent for his or her consideration. Although the Superintendent shall have sole discretion as to the approval or denial of reimbursement, and any grievance or appeal of such denial shall not proceed beyond Stage II of the grievance procedure, the District shall provide its reason for the denial for feedback in writing, as to the desired type, cost and nature of programs.

**Section 4.7    Health Insurance** The District shall provide employees regularly scheduled for at least 20 hours of work each week with health care coverage equivalent to that provided under the Excellus Health Plan, Inc., d/b/a Blue Cross/Blue Shield of the Rochester Area, including \$5 deductible prescription drug coverage. The District shall provide employees with available and qualified HMO's.

Effective July 1, 1999, the District will pay 97% of whichever health insurance plan offered by the District in which each unit member enrolls and each unit member will pay 3% of the cost of whichever plan in which he or she enrolls up to a maximum increase in cost per individual over their 1998-99 co-pay costs of \$100 for 1999-2000.

Effective July 1, 2000, the District will pay 95% of the cost of whichever health insurance plan offered by the District in which each unit member enrolls and each unit member will pay 5% of the cost of whichever plan in which he or she enrolls, up to a maximum increase in cost per individual over their 1999-2000 co-pay costs of \$100 for 2000-2001.

Effective July 1, 2001, the District will pay 90% of the cost of whichever health insurance plan offered by the District in which individual unit members enroll, and individual unit members will pay 10% of the cost of whichever plan in which he or she enrolls, up to a maximum increase in cost per individual over their 2000-2001 costs of \$150 for 2001-2002.

Effective June 30, 2002, the District will continue to pay 90% of whichever health insurance plan offered by the District in which individual unit members enroll and individual unit members will continue to pay 10% of the cost of whichever plan in which he or she enrolls, up to an additional maximum increase in cost per individual over their 2001-2002 costs of \$150 for 2002.

In regard to the co-pays of premium stated above, the amounts of the co-payments are estimated in the projections on the spreadsheet dated January 28, 1999, subject to increases in insurance costs and the maximum increase stated above. For example, if an employee were paying \$50 in 1998-99, he or she would pay no more than \$150 in 1999-2000 for the same coverage. These maximum increase limits do not apply to those newly hired after April 1, 1999 for the first year of their employment so they would pay the stated percentage for the year in which they are hired. The stated caps would apply to increases in subsequent years. Existing employees hired before April 1, 1999 who have not been enrolled in District coverage but who return to District coverage will have the caps applied for the year in which they return to District coverage.

If an employee and that employee's spouse are eligible for District coverage and do not have any eligible dependents, the employee and the spouse will each be provided with individual coverage. If both the employee and the employee's spouse are employed by the District, one of the two may elect in writing family plan coverage if they have an eligible dependent, and otherwise they shall each be provided with single coverage.

Single Coverage Exception: Unit members who do not have comparable coverage elsewhere may continue under District single coverage with the co-payments applicable to that year. Coverage elsewhere is comparable:

- \*if it offers similar benefits (including costs of deductibles and patient co-pays);
- \*its cost to the employee is no greater than the sum of the available buy out amount plus the amount the employee would pay at the District for such coverage;
- \*if its coverage originates within the Blue Cross/Blue Shield of the Rochester Area coverage area; the other source of coverage would be readily useable in the Blue Cross/Blue Shield of the Rochester Area coverage area. (The District may demonstrate that coverage is readily useable such as by presenting the list of providers authorized by such coverage which does include providers within the region, benefit information which shows benefits may be obtained in the region, or other provider or benefit information that demonstrates that the coverage elsewhere is accepted in the region.)

An employee who has coverage elsewhere which is not comparable in any one of the three criteria above would be eligible for the single coverage exception above.

An employee not eligible for District contribution to health insurance premiums due to the number of his or her scheduled work hours may participate in the District's group health insurance

plan if permitted by the health insurance carrier. Such employee shall pay 100% of the premium cost established by the health insurance plan for appropriate coverage (e.g., family, single, or other).

Any disagreements about whether such coverage is comparable will be discussed at a Labor-Management Committee, and, if unresolved, would be determined by an outside, neutral party to be designated mutually by the parties to resolve the matter.

A copy of the current Excellus Health Plan, Inc., d/b/a Blue Cross/Blue Shield of the Rochester Area Plan which governs the benefits provided under this Article; and other optional plans will be provided to each employee and will be available for review upon reasonable notice at the District office.

Retirees who retire during the effective period of this Agreement and who are not eligible for health insurance coverage from any other source may continue the plan they had in effect at the time of their retirement, although coverage (including the carrier) shall be changed from time to time to be consistent with any change in coverage for current employees. Retirees shall pay the same proportion of the premium cost as they paid as employees at the time of retirement. An employee is a retiree for purposes of this provision if the employee has actually retired (as that term is usually defined) after twenty (20) years or more service in the Newark Central School District. For example, the term "retired" for the purposes of this provision means resigned from employment with the District and who qualifies for retirement benefits (or who would qualify for retirement benefits except for the number of years of service accredited by the retirement system).

If an employee or retiree receives health insurance coverage from a source other than the District, the employee or retiree shall not be eligible for District coverage. Should the employee or retiree become ineligible for such alternative health coverage, the employee or retiree may subscribe to the District's plan with the percentage of co-payment applicable to that year. In this event, the employee/retiree and the employee's/retiree's family will become eligible for benefits by the first day of the month following written request to the District office and completion of all necessary application forms.

**Buy Out Payment:** Effective July 1, 1999, employees otherwise eligible (regularly scheduled for at least 20 hours of work each week) for health insurance coverage by the District who do not receive such coverage and waive such coverage will receive a buy-out payment, as set forth below, if they have coverage from another source. Should the employee become ineligible for health coverage elsewhere, the employee may subscribe to the District's plan as provided above and the buy-out payment will be adjusted accordingly pro rata. Should the employee terminate health coverage provided by the District in favor of coverage by another source during the school year, the employee will receive buy-out payments adjusted accordingly pro-rata. Those employees otherwise eligible for health insurance coverage by the District who withdraw and waive such coverage will receive the following payment:

Eligible for family or two-person coverage	-	\$630.00 annually
Eligible for single coverage	-	\$630.00 annually

Payment is conditional upon proof of coverage through another source, and the annual amount shall be paid in two equal installments at the end of six months (December 30) and twelve months (June 30) without District coverage.

Effective within thirty days of execution of this successor agreement, the District will add a payroll deduction so that unit employees may voluntarily enroll in a dental plan paid by the employees through a payroll deduction at no cost to the District.

**Section 4.8    Unpaid Leave** For employees who are qualified according to FMLA (e.g., employed at least one year and worked 1,250 hours or more in the last year), the Family and Medical Leave Act provisions are adopted, and leave there provided is not in addition to paid or unpaid leave under this agreement. At the Board's discretion, unpaid leave also may be granted in writing for reasons of sickness, child-rearing, family illness or other personal reasons deemed satisfactory by the Board, upon written application by an employee. Employees may apply for such leave in one day increments subject to the Board's discretion.

**Section 4.9    Flexible Benefits Account Plan**

(a)    The District agrees, subject to applicable rulings and procedures of the Internal Revenue Service, to provide a qualified flexible benefits account plan.

(b)    Employees may, at their option, designate a portion of their salaries to be allocated to this plan for dependent care assistance benefits, or accident or health benefits in accordance with the requirements of the plan.

(c)    Employees should carefully consider the fact that amounts not spent by the end of the plan year, December 31, do not roll over and are forfeited.

**Section 4.10    Compensation** Compensation for current employees will increase in the years shown on the schedule below which represents per hour increases:

	1998-1999	1999-2000	2000-01	2001-02
Aides	.22	.36	.39	.43
Monitors	.15	.25	.28	.30
Assistants	.22	.37	.40	.43

(Unit members hired after the date of final ratification will receive the increase in starting pay, below, only)

**Starting Rates** Starting wage rates will increase as follows:

	1998-1999	1999-2000	2000-01	2001-02
Aides	.11	.18	.20	.22
Monitors	.08	.13	.14	.15
Assistants	.11	.19	.20	.22

Newly hired employees in 1998-1999 shall not be paid less than \$5.81 as aides, \$5.73 as monitors and \$7.96 as teacher assistants. Newly hired employees in 1999-2000 shall not be paid less than \$5.99 as aides, \$5.86 as monitors and \$8.15 as teacher assistants. Newly hired employees in 2000-2001 shall not be paid less than \$6.19 as aides, \$6.00 as monitors and \$8.35 as teacher assistants. Newly hired employees in 2001-2002 shall not be paid less than \$6.41 as aides, \$6.15 as monitors and \$8.57 as teacher assistants. The District has discretion to grant credit to new appointments and hire at rates higher than the starting rates.

**Section 4.11** Effective July 1, 2001, the District will contribute \$125 annually to a Section 105 Plan (established and maintained in accord with applicable Internal Revenue Service laws and regulations) for each member, which annual amounts may be used for reimbursement of expenses the individuals incur for medical and other services to the extent permitted under the law and regulations.

#### **ARTICLE V - PERSONNEL FILE**

**Section 5.1** An employee shall have the opportunity to review his or her personnel file in the presence of a supervisor, and if requested an Association Representative, upon reasonable notice. The employee may place in such file a statement in response to any material contained therein.

**Section 5.2** A copy of any material critical of an employee's performance will be provided to the employee and the Association at the time it is placed in the personnel file.

**Section 5.3** Upon receipt of a written request, the employee may obtain a reproduction of any material, excluding references or information obtained in the process of evaluation of the employee for initial employment.

#### **ARTICLE VI - ASSIGNMENTS, TRANSFERS AND PROMOTIONS**

**Section 6.1** Assignment Notice Employees will be notified, whenever feasible, by June 1 of their tentative assignment and salary for the following school year, including the

school, grades and subjects to which they are tentatively assigned. The notice will also include the tentative starting and dismissal times and any time allotted for travel between buildings.

## **Section 6.2 Notice of and Application for Vacancy**

(a) **Definition of Vacancy** For purposes of this section, a vacancy shall be defined as an opening in any existing unit position for which the District has more positions than it has current employees in such positions, regardless of grade or subject of the assignment.

(b) **Posting of Vacancies** When a position becomes vacant, or a new position is created, a notice of vacancy for such position shall be posted in each building in the District. Space on one bulletin board in one faculty room in each building shall be designated for such posting of vacancies by the District. The posting shall include the location of the vacancy, the job description if available, minimum qualifications, and salary for such position.

(c) **Posting Period** Vacancies will be posted at least five (5) consecutive workdays (year around whether or not school is in session) prior to the date by which applications must be received by the District.

(d) **Applications** Any unit member who desires to apply for any such vacancy shall submit his or her application in writing to the Personnel Office.

(e) **Filling of Vacancies** Any unit member who applies for such vacancy will be given consideration when vacancies occur in the unit.

(f) **Summer Vacancy** In the case of vacancies occurring during the summer vacation, vacancy notices shall be posted in the Office of the Assistant Superintendent. A copy shall be sent by regular, United States mail to the President of the Association and to each employee previously registering with the Assistant Superintendent's Office during the school year.

**Section 6.3 Requests for Transfer** Unit members desiring a change in grade, subject or transfer to another building or promotion to any position for which a vacancy has not been advertised, may file a written statement of such desire with the Assistant Superintendent for Curriculum and Instruction. Consideration will be given to those unit members who have previously submitted such a request.

In the event that an employee's request for transfer is not granted, such employee may meet and confer with his immediate supervisor to discuss the reason for the denial of his transfer request. However, such denial shall not be subject to the grievance procedure.



The District will send a written form to all unit members during the month of March each year, inquiring whether each unit member is interested in a transfer, and if so, to what specific assignment/building/level.

**Section 6.4    Notice of Change** By the tenth day following the end of each month, the Superintendent or his designee will notify the Association in writing of any bargaining unit employee hired or whose employment terminated during the preceding month.

**Section 6.5    Notice to Employee** It is recognized that some involuntary transfers of unit members from one building to another or reassignment within a building may be unavoidable. Notice of any such involuntary transfer shall be given to employees as soon as practicable and not later than July 1, whenever feasible.

When a unit member is to be informed of an involuntary transfer, the Association President will be informed, in advance of such impending meeting to arrange for union representation to be available, and that unit member has the option of having a union representative present unless none is available without undue delay.

In the event that an employee is notified of an involuntary transfer, such employee may meet and confer with his immediate supervisor to discuss the reason for the transfer. The unit member may have union representation present at such meeting unless none is available without undue delay. However, such transfer shall not be subject to the grievance procedure.

**Section 6.6    Seniority**

(a)    **Teacher Aides and Monitors** Seniority for teacher aides shall be defined as the length of continuous service within the unit in accordance with applicable Civil Service Law.

(b)    **Teacher Assistants** Seniority for teacher assistants shall be defined in accordance with the Education Law.

(c)    **Consideration of Seniority** Seniority shall be considered in matters of promotion, layoff, upgrade, transfer, vacancies and recall.

(d)    **Seniority Rights** Whenever the District abolishes a position, the services of the employee having the least seniority within the position abolished shall be discontinued. In the event that a position of teacher assistant is abolished, the incumbent may return to the position of aide if he or she was promoted from that position to teacher assistant when there is an opening, but may not displace a currently employed aide. If a unit member otherwise eligible to bump or retreat is exceded by displacement or elimination of his/her assignment, the District will assign the unit member to a suitable assignment based on skills and experience which is available or is held by another unit

member with less seniority.

(e) Seniority List A seniority list will be published every two years covering all employees in the unit.

## ARTICLE VII - WORKDAY AND WORK YEAR

### Section 7.1 Workday.

(a) Workday, Part-Time and Full-Time Status: Employees shall be provided with the starting and dismissal time for their regular workday as soon as practical and no later than September 15 of each year whenever feasible. Teacher assistants assigned regularly to weekly work schedules of 37-1/2 or more hours per week (consisting of 7-1/2 hours or more on each work day for a total of 35 work hours and at least a one-half hour duty free lunch period each day) are defined as "full time," and teacher assistants assigned regularly to weekly work schedules of less than 37-1/2 hours per week are defined as "part time." It is understood that, due to committee meetings and other factors, a schedule may vary week to week with hours in some weeks totaling more or less than 37-1/2 without affecting their part-time status.

(b) Overtime: Employees may work beyond their regularly assigned workday only with the written approval of the employee's building principal. Such work shall be performed at the employee's regular rate, unless as a result the employee's work week would exceed forty (40) hours, after which it would be performed at one and one-half times the employee's regular rate.

(c) Limits on Hours of Work: Employees shall be compensated in accordance with the arrangements described above for any and all meetings beyond the workday which they are required to attend. An employee is required to attend a meeting beyond the work day when directed to do so by the employee's principal or by the Superintendent.

(d) Notice of Type of Meetings Which May Be Attended: The Superintendent or the employee's building principal will notify Unit employees in writing of meetings which they are not to attend. The Superintendent or the employee's building principal also will notify Unit employees in writing of meetings which they are required to attend. Unit employees may attend faculty and staff meetings and faculty and staff committee meetings which are directly applicable to the Unit member's job to which the Unit member receives a written announcement or invitation from the Superintendent or an administrator, so long as they have not been notified not to attend, only if it will not result in their work week exceeding forty (40) hours.

(e) An employee may be asked to perform work during the summer on a voluntary basis. Such work shall be paid for at the employee's regular hourly rate.

Section 7.2 Work Year The employee work year for ten (10) month employees shall begin no earlier than one day prior to the first day that students report for the opening of school. The duties for all ten (10) month staff will end by the last day of Regents week, except that the work year for ten month employees may extend to, but shall not exceed, 190 work days.

Unit members will attend Conference Days which are held before the start of school to the extent that such conference days are scheduled no earlier than one week prior to Labor Day or one week prior to the first day students report for the opening of school, whichever comes later.

Section 7.3 Emergency Closing Days All unit members who do not work due to unscheduled closings as the result of short term emergencies, including but not limited to snow, ice, other inclement weather or electrical failure, will not be paid for that day of no work. Such employees (who are not paid for a day of unscheduled closing) will be paid for working on a day (if any) scheduled to make up the day on which he or she did not work because of a closing. Unit members will be paid an amount equivalent to an average day's wages at the year's end for the emergency closing day(s) if the District decides not to make up missed day(s).

Section 7.4 Paid Holidays Unit members working a minimum of twenty (20) hours per week will receive the following paid holidays:

- \*New Years Day
- \*Christmas Day
- President's Day
- Thanksgiving Day
- Labor Day;
- Veteran's Day;
- Columbus Day;
- Memorial Day;
- Good Friday;
- Martin Luther King Day

\*If the holiday falls on Saturday, the parties will recognize the holiday on Friday. If the holiday falls on Sunday, the parties will recognize the holiday on Monday.

Section 7.5 Superintendent's Conference Days Unless notified to the contrary, employees shall be required to attend scheduled Superintendent's Conference Days that are held no earlier than one week prior to Labor Day or one week prior to the first day students report for the opening of school, which ever comes later. It is agreed that Superintendent's Conference Days are paid workdays if attending the conference or working in the employee's regular capacity.

Section 7.6 Lunch Period All employees shall have an unpaid duty-free lunch period each day at least thirty (30) minutes in length.

Section 7.7 Break All employees working four (4) consecutive hours or more shall be given a fifteen (15) minute duty-free break. All employees working six and one-half (6-1/2) hours or more shall be given a second fifteen (15) minute duty-free break.

Section 7.8 Substitutes An employee under this Agreement will be paid at the rate of pay paid to substitute teachers, or the unit member's usual pay rate plus 40¢ per hour, whichever is greater, if the employee is directed by the Principal to assume a teacher's responsibilities for a consecutive period in excess of two consecutive hours. In case of any question about whether the employee has been so directed, the employee shall immediately obtain direction from the school principal. The intent of this provision is to recognize that there are occasions when a monitor, teacher aide or teacher assistant is left alone with a class as part of their usual duties, but that the individuals employed in those titles are also called upon from time to time to serve as a substitute teacher in a long-term absence of a teacher. This provision provides a guideline for determining the circumstances in which an employee has been directed to serve as a substitute teacher rather than perform his or her usual duties as a monitor, teacher aide, or teacher assistant. A list will be prepared and maintained of those unit members who wish to be called upon when substitute work is available, and they may express preference for building, grade level and subject.

Section 7.9 Extra Assignment It is recognized that unit members may be requested to work hours beyond their usual work day, or to perform assignments outside of their usual work assignments within the scope of their job responsibilities (for example, a Teacher Assistant could be asked to monitor a cafeteria or other student group). It is also recognized that unit members may be offered opportunities to work different hours in different capacities at a different rate of pay and have the right to refuse such an additional job. However, it is understood that unit members shall not be required by the District to perform work usually assigned to a lower level position at a rate of pay less than the employee's usual rate of pay during the employee's regularly scheduled work day. For example, a Teacher Assistant shall not be required to perform the duties of a cafeteria monitor at less than that Assistant's usual rate of pay as an Assistant. Nothing in this provision prevents the District from hiring unit members to work in different capacities such as a part-time Teacher Assistant and a part-time monitor.

## ARTICLE VIII - NOTIFICATION AND EVALUATION

Section 8.1 Notification The District shall give notice to unit members of any layoff, reduction of hours or change of job description not less than 30 days prior to effecting such change, except in case of emergency. Unit members will be notified of transfers as soon as practicable.

Section 8.2 Evaluation Administrators may observe and report on employee performance as they deem necessary and appropriate. It is understood that the evaluation

procedure is not the only basis or procedure upon which the District may assess the performance of an employee. It is further understood that it is important that there be ongoing communication between the employee and the administrator responsible for the evaluation so that performance or job duty concerns are addressed on a current basis rather than waiting for the annual formal evaluation.

All members of the bargaining unit will have a formal evaluation based upon their first three months of employment with the District and upon their first three months in a new job title with the District, within the fourth month of employment in the job title, and at least annually thereafter. Annual evaluations shall be provided to unit members in the month of February.

All formal evaluations shall include a conference between the administrator performing the evaluation and the employee to discuss the written report of the employee's performance. The evaluation will be presented by an administrator or a qualified designee acting in an administrative role (except administrative interns). The unit member may arrange for a representative of the Association to be present with the unit member during the unit member's conference with the administrator at which the evaluation is to be presented.

If the evaluation report includes any deficiencies, such deficiencies will be noted in as much detail as practical, including information such as the name or names of individuals who have reported particular deficiencies in performance, and the date or dates of such performance. Further, if the report includes any deficiencies in performance it also will set forth a written plan for improvement including information such as the assistance to be provided by administrators or other staff, the course of action expected to be taken by the unit member, and the date by which the improvement must be achieved. The date by which the improvement is to be achieved must be scheduled by mutual agreement within one week of the evaluation conference (except when immediate change is necessary for safety and liability), and the date scheduled by which the improvement must be achieved must provide a reasonable time based upon the circumstances, but an initial check point will be scheduled within one month from the date of the conference by which satisfactory progress on improvement must be made. Nothing in these procedures or these time frames prevents the District from instituting discipline or other corrective action for conduct subject to the evaluation or during the period of the improvement plan.

A unit member may attach a written comment concerning any aspect of the evaluation which shall be attached and filed with the formal evaluation report. Any disciplinary action taken by the District in whole or in part as a result of the evaluation shall be subject to Article IX of this Agreement.

The forms to be utilized in the formal evaluation procedure are attached to this Agreement as Appendix 3.

Section 8.3 Orientation. The District will immediately send a memorandum to the Paraprofessional Supervisor stating its expectation that teacher-paraprofessional teams (for monitors, their building principal or his/her designee) will meet within thirty days of the start of the school year (and preferably as early as practical) for the teachers who describe their plans and expectations of the paraprofessional for the year. Administrators will be advised to follow-up with teachers about fulfilling this responsibility and to consider in teacher evaluations whether

they have fulfilled this expectation.

## ARTICLE IX - DISCIPLINE

Section 9.1 An employee, other than a Teacher Assistant, who has completed one (1) year of continuous service with the District shall not be disciplined or discharged except for just cause. If there is disagreement over whether just cause exists, this question shall properly be the subject of the grievance and arbitration procedure under Article III of this Agreement.

Section 9.2 A Teacher Assistant who has successfully completed two years of continuous service following appointment to this position shall not be disciplined or discharged except for just cause. If there is disagreement over whether just cause exists, this question shall properly be the subject of the grievance and arbitration procedure under Article III of this Agreement, it being understood that Sections 3020 and 3020-a of the Education Law are hereby waived in their entirety and that the Article III procedures of this Agreement are substituted therefor. Each bargaining unit employee who accepts the position of Teacher Assistant thereby elects Article III as a remedy in lieu of Section 3020-a.

Section 9.3 This Article shall not affect the rights of Teacher Assistants under other provisions of the Education Law.

## ARTICLE X - MISCELLANEOUS PROVISIONS

Section 10.1 Modification of Agreement This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties acting through the Superintendent of Schools and the President of the Association in a written and signed amendment to the Agreement.

Section 10.2 Agreement Superseding This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its express terms.

Section 10.3 Savings Clause If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Section 10.4 Duplication Copies of this Agreement shall be duplicated and distributed to all unit members at the expense of the District.

## **ARTICLE XI - DURATION**

Provisions of this Agreement shall become effective upon ratification and shall remain in full effect through June 30, 2002.

## **ARTICLE XII - LEGISLATIVE APPROVAL**

Section 12.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE XIII - SMOKE FREE FACILITIES**

The parties agree that the District may adopt a policy to prohibit smoking in all of the District's buildings, vehicles, facilities, grounds, and other property by all staff, faculty, students, and other persons.

## **ARTICLE XIV - LABOR MANAGEMENT COMMITTEE**

The parties agree to create a joint Labor-Management Committee to discuss and work to solve common problems that affect working conditions. Each party shall have two representatives who will attend such meetings which will be scheduled at mutually agreeable times and dates, at a minimum of two meetings per year. The meetings will be scheduled, if practical, after regular working hours, except when mutually agreed by the parties to meet during working hours in which case the representatives will attend without loss of benefits or wages. The Committee shall address issues of mutual concern, including issues of health and safety, health insurance, and other issues affecting working conditions, but the Committee's discussions shall not constitute an opening of negotiations over issues covered by a collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_  
day of \_\_\_\_\_, 1999.

SUPERINTENDENT OF SCHOOLS  
NEWARK CENTRAL SCHOOL DISTRICT

Robert W Christmann  
Signature

ROBERT W CHRISTMANN  
Name (printed)

10-7-99

PRESIDENT OF NEWARK  
PARAPROFESSIONAL ASSOCIATION

Debra A. Slane  
Jo Ann Mincemeyer  
Signature

Debra A. Slane  
Jo Ann Mincemeyer  
Name (printed)

10/12/99  
10/11/99



APPENDIX 1

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number \_\_\_\_\_

Name \_\_\_\_\_  
Last First Middle

District Name \_\_\_\_\_

Association \_\_\_\_\_

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said association. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes while I am employed in this school system or until revoked by me in writing.

Member's Signature \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX 2

CERTIFICATION PHYSICIAN FOR USE OF  
SICK LEAVE FOR FAMILY ILLNESS

Employee's Name \_\_\_\_\_

Patient's Relationship to Employee: \_\_\_\_\_

Does Patient have an acute health condition requiring hospitalization or confinement to home under a regimen of medical treatment? \_\_\_\_\_

Date condition commenced: \_\_\_\_\_

For the dates of leave requested, does the patient require the care of the employee for medical (mental or physical) needs? \_\_\_\_\_

Is the employee's care required for this patient? \_\_\_\_\_

Anticipated duration of condition requiring employee's care: \_\_\_\_\_

Physician's Signature \_\_\_\_\_

Physician's Practice \_\_\_\_\_

Date: \_\_\_\_\_

[Leave under this provision will not be allowed intermittently or on a reduced schedule except by the discretion of the Superintendent, although leave according to the FMLA might qualify for intermittent leave or a reduced schedule.]

# APPENDIX 3

## NEWARK CENTRAL SCHOOL DISTRICT NEW EMPLOYEE PARAPROFESSIONAL PERFORMANCE REVIEW 3 MONTH REVIEW

Key: 1 – Satisfactory  
2 – Need Improvement  
3 – Unsatisfactory

### PART I

SELF

SUPERVISOR

<b>Punctuality</b> Is on time and prepared for all duties and assignments.		
<b>Thoroughness/Dependability</b> Effectively organizes, completes and follows through with duties, tasks and assignments within a required time.		
<b>Safety</b> Is knowledgeable of and follows policies and procedures relating to safety.		
<b>Parent Conferences</b> Is a part of parent conferences and contribute pertinent information when requested by building principal.		
<b>Applies Effective Student Management Techniques</b> - Demonstrates knowledge and effective skills in managing student behavior. - Consistently carries out rules and procedures in managing student behavior.		
<b>Confidentiality</b> Maintains confidentiality concerning students and staff information in regard to school matters (students names, personal information, specific incidents).		
<b>Communication Skills</b> Demonstrates effective listening, speaks clearly and calmly, is easily understood.		
<b>Job Knowledge and Skills</b> Applies knowledge, technical ability and skills on the job, including those skills listed in the job description.		

**NEWARK CENTRAL SCHOOL DISTRICT  
PARAPROFESSIONAL PERFORMANCE REVIEW**

Key: 1 – Satisfactory  
2 – Need Improvement  
3 – Unsatisfactory

**PART I**

**SUPERVISOR**

<b>Thoroughness/Dependability</b> Effectively organizes, completes and follows through with duties, tasks and assignments within a required time.	
<b>Safety</b> Is knowledgeable of and follows policies and procedures relating to safety.	
<b>Parent Conferences</b> Is a part of parent conferences and contribute pertinent information when requested by building principal.	
<b>Applies Effective Student Management Techniques</b> - Demonstrates knowledge and effective skills in managing student behavior. - Consistently carries out rules and procedures in managing student behavior.	
<b>Confidentiality</b> Maintains confidentiality concerning students and staff information in regard to school matters (students names, personal information, specific incidents).	
<b>Communication Skills</b> Demonstrates effective listening, speaks clearly and calmly, is easily understood.	
<b>Job Knowledge and Skills</b> Applies knowledge, technical ability and skills on the job, including those skills listed in the job description.	

**NEWARK CENTRAL SCHOOL DISTRICT**  
**PROFESSIONAL ANNUAL PERFORMANCE REVIEW**  
**TO BE USED WHEN APPLICABLE**

**1. Skills to be improved.**

**2. Methods to achieve.**

**3. Measurement and time schedule.**

**NEWARK CENTRAL SCHOOL DISTRICT**  
**PARAPROFESSIONAL ANNUAL PERFORMANCE REVIEW**  
**PART II – NON-INSTRUCTIONAL NARRATIVE**  
**POTENTIAL AREAS OF PERFORMANCE REVIEW**

- \* Works cooperatively with colleagues and promotes a positive working environment.
  - demonstrates a positive, supportive and nonjudgmental attitude toward students, parents and school personnel
  - demonstrates positive attitude in the completion and performance of assigned tasks

APPENDIX 4

NEWARK CENTRAL SCHOOL DISTRICT  
PARAPROFESSIONAL ASSOCIATION  
SICK LEAVE BANK REQUEST FORM

Employee's Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

Dates of Absence to be covered by Sick Bank:

\_\_\_\_\_

Reason: \_\_\_\_\_  
(Doctor Statement To Be Attached)

Signature of Employee \_\_\_\_\_

Signature of NPA President \_\_\_\_\_

District Approval \_\_\_\_\_

PLEASE RETURN FORM TO THE PERSONNEL OFFICE

APPENDIX 5

NEWARK PARAPROFESSIONAL ASSOCIATION

GRIEVANCE FORM

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

LOCATION: \_\_\_\_\_

Nature of the Grievance:

Remedy Sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date



LETTER OF UNDERSTANDING

**ARTICLE III, SECTION 3.5(d) - GRIEVANCE PROCEDURE**

The parties agree to reaffirm, outside the contract, the language in the former agreement (which will be continued in the successor agreement) requiring the parties to attempt to mutually agree to an arbitrator before requesting a panel.

Dated: 10/13, 1999

FOR THE NEWARK  
PARAPROFESSIONAL ASSOCIATION

Lynne J. Moore

John M. Scramozi

Laura VanNoumen

Cecilia DeCook

FOR THE NEWARK  
SCHOOL DISTRICT

Robert Clark

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## MEMORANDUM OF AGREEMENT

The parties have agreed to this memorandum of understanding to clarify the intent of the language of Section 4.7 as it applies to retiree health insurance coverage. It is understood that employees who qualified for and enrolled in health insurance coverage while employed by the District, and who then retire with such coverage, and who have the opportunity as a retiree to take health insurance coverage for another source (such as a spouse), may return to the coverage they had under the District's plan (to the extent and under the conditions set forth in Section 4.7, if the opportunity for coverage from another source is subsequently lost.

Dated: 10/13, 1999

FOR THE NEWARK PARAPROFESSIONAL  
ASSOCIATION:

*Nelva J. Thomas*

*John Monemay*

*Dorri VanNaman*

*Annis DeCook*

FOR THE NEWARK CENTRAL  
SCHOOL DISTRICT:

*Robert W. Christ*

## LETTER OF UNDERSTANDING

### Health Insurance

The parties will cooperate with other units and districts to obtain quotes for the same or improved health insurance benefits at less cost, with the understanding that this provision in no way constitutes an opening of negotiations over issues covered by a collective bargaining agreement and that each party reserves the right to bargain over all terms and conditions related to health insurance.

Dated: 10/13, 1999

FOR THE NEWARK PARAPROFESSIONAL  
ASSOCIATION:

John J. Stoen

John M. Scamaggi

Donna Van Norman

Annis DeCook

FOR THE NEWARK CENTRAL  
SCHOOL DISTRICT:

Robert W. Christman

**Tentative Agreement  
Newark Paraprofessional Association  
And  
Newark Central School District  
Successor Agreement  
July 1, 2002**

After negotiations between the parties, the Newark Paraprofessional Association and the Newark Central School District wish to enter into a tentative agreement subject to ratification by the union membership and the Board of Education for a successor agreement to the collective bargaining agreement which expired on June 30, 2002 with the following terms:

Except as otherwise expressly changed by this Agreement, all terms and conditions of the agreement that expired June 30, 2002 will be extended and remain in effect as the successor agreement;

The term of extension of the successor agreement will be one year, expiring June 30, 2003;

The District shall increase its **annual** contribution to the unit's Section 105 plan in Section 4.11 of the Agreement from \$125 to \$225;

Health Insurance: The District shall provide employees regularly scheduled for at least 20 hours of work each week with health care coverage equivalent to that provided under the Non-Monroe County Municipal School District Plan including the \$5 deductible prescription drug coverage. The District shall also provide employees with available and qualified HMO's.

Effective July 1, 2002 for employees hired prior to June 30, 2002, the District will pay 90% of the premium for the plan (i.e., single, family or other) offered by the Non-Monroe County Municipal School District Plan in which individual unit members enroll and individual

unit members will pay 10% of the cost of whichever plan in which he or she enrolls up to the maximum increase of \$150 over their 2001-2002 cost as of June 30, 2002. If, however, they move from an individual plan to a more expensive 2-person or family plan, the caps ***will apply as if they had been enrolled in the more expensive plan..*** Employees who have not been enrolled in District coverage will pay the applicable co-pay subject to a cap of \$150 over their last (if applicable) co-pay paid.

Effective July 1, 2002, employees hired after June 30, 2002 will pay 10% of the premiums (caps do not apply).

All unit members, regardless of hire date, who enroll in coverage offered by other than the Non-Monroe plan will pay the difference between the premium for coverage in the Non-Monroe plan and the plan in which they enroll, plus the cap or 10% of the comparable Non-Monroe plan premium, whichever is applicable to the individual as provided above. For example, ***an employee paying 10%:***

Non-Monroe Traditional Family premium = \$6000, employee pays \$600

BC Select (\$15 co-pay) Family premium = \$5000, employee pays \$500

BC (\$5 co-pay) = \$7000, employee pays \$1000 plus \$600 for a total of \$1600

If an employee and the employee's spouse are eligible for District coverage and do not have any eligible dependents, the employee and the spouse will be provided the less costly of either two single plans or one two-person plan if both are available from the insurer. If the District employs both the employee and the employee's spouse, one of the two may elect family plan coverage if they have an eligible dependent.

There will be an open enrollment prior to the implementation of this contract. New employee premium co-pays will not go into effect until the end of the open enrollment period.

**Salary:** The parties agree that the total increase in monetary compensation for 2002-2003 shall equal 3.5% of the total amount of compensation paid for the 2001-2002 school year to the 2001-02 members of the unit who continue to be employed in the unit by the District in 2002-03, adjusted pro rata by the number of hours such returning employees are scheduled to work in 2002-03 (a total of \$29,054.93). This amount will be paid to those unit members employed in 2001-2002 who remain employed at the date of ratification of this agreement, beginning upon the date of implementation of this contract. This salary increase will be retroactive to July 1, 2002.

NEWARK PARAPROFESSIONAL  
ASSOCIATION:

*John Mancinich*

President

12/20/02  
Date

NEWARK CENTRAL SCHOOL  
DISTRICT:

*Robert Chalk*

Assistant Superintendent

12/20/02  
Date

